

## FIRST RENEWAL AND AMENDMENT TO VENDED MEALS AGREEMENT

This First Renewal and Amendment (“First Renewal”) is made this August 14, 2020 by and between East Bay Innovation Academy (“School Food Authority” or “SFA”), and Revolution Foods, Inc. (“Vendor”). SFA and Vendor may be individually referred to herein as a “Party” or collectively referred to as the “Parties.”

**Whereas**, the Parties entered into an agreement to provide reimbursable Meals under federal Child Nutrition Programs between August 1, 2019 and July 31, 2020 (“Contract”);

**Whereas**, the Parties desire to renew the Term of the Contract on the terms set forth in this First Renewal.

**Now Therefore**, in consideration of the premises and mutual agreements contained in this First Renewal, the Parties agree as follows:

1. The foregoing recitals are incorporated herein by this reference.
2. The Vendor Contact Information is updated to:

Vendor Account Contact Information		Vendor Contract Contact Information	
<b>Contact Person</b>	Brad Collins	<b>Contact Person</b>	Brad Collins
<b>Phone</b>	240-972-1045	<b>Phone</b>	240-972-1045
<b>Email Address</b>	bcollins@revolutionfoods.com	<b>Email Address</b>	bcollins@revolutionfoods.com
<b>Address</b>	2400 Grant Street San Lorenzo, CA 94580	<b>Address (for legal notices)</b>	Legal Department; Customer Contracts 985 3rd Street, Unit C Oakland, CA 94607

3. The Parties agree to renew the Term for one (1) year, beginning on July 1, 2020 and ending on June 30, 2021 (“First Renewal Term”).
4. SFA shall pay the following prices for the First Renewal Term:

Meal (includes 0% and % white fresh milk)	Delivery frequency	Price per Meal (includes unitized utensils)
SBP Breakfast, cold unitized	2x weekly	\$2.10
NSLP Lunch entrée + side vegetable unitized in tray, fruit in bulk on the side	--	\$3.48
Shelf-stable Lunch		\$3.72
Adult Lunch Meal		\$5.00

5. Menu patterns follow the National School Lunch Program for grades PK, K-5, 6-8, 9-12.
6. All other terms remain the same and in full force and effect.

**ACCEPTED AND AGREED TO:**

**East Bay Innovation Academy**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Revolution Foods, Inc.**

By: \_\_\_\_\_  
 Name: ALVIN CRAWFORD  
 Title: SVP OF SALES AND CUSTOMER SUCCESS  
 Date: \_\_\_\_\_